

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

P.A., on behalf of minor child, **A.A.**;  
P.B., on behalf of minor child, **B.B.**;  
P.C., on behalf of minor child, **C.C.**

*Plaintiffs,*

**VS.**

**DORIS VOITIER** in her official  
capacity, as Superintendent of  
St. Bernard Parish Public Schools; and  
**ST. BERNARD PARISH  
SCHOOL BOARD**

*Defendants.*

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\* **CIVIL ACTION NO. 2:23-cv-02228**  
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\* **JUDGE BARRY W. ASHE**  
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\* **MAGISTRATE JANIS**  
\* **VAN MEERVELD**  
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**ANSWER AND DEFENSES**

**NOW INTO COURT**, through undersigned counsel, come Defendants, Doris Voitier and St. Bernard Parish School Board (“School Board” or “SBPSB”) (hereinafter jointly, the “Defendants”), who submit this answer and affirmative defenses in response to the First Amended Complaint<sup>1</sup> filed against them by P.A., on behalf of her minor child, A.A., P.B., on behalf of her minor child, B.B., and P.C. on behalf of her minor child C.C. (the “Plaintiffs” or “Parent” or “Parents”), as follows:

**FIRST AFFIRMATIVE DEFENSE**

Some of the issues raised and relief sought by Plaintiffs in the Complaint are inextricably intertwined with issues that concern the provision of a free and appropriate public education (“FAPE”) to A.A. and B.B., pursuant to the Individuals with Disabilities Education Improvement Act (“IDEA”), 20 U.S.C. § 1400 *et seq.*, the Louisiana Education of Students with Exceptionalities Act, LA REV. STAT. § 17:1941 *et seq.*, and the federal and Louisiana regulatory provisions related thereto.

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<sup>1</sup> In this Answer, all references by the School Board to Plaintiffs’ “Complaint” are to the First Amended Complaint filed at Record Document 19.

In the Complaint, Plaintiffs raise issues and seek relief which were, in part, the subject of administrative due process hearings resolved or conducted under the auspices of IDEA and Louisiana's companion laws and regulations. Following prehearing actions or a due process hearing (Louisiana Division of Administrative Law ("DAL") Docket Nos. 2023-2489-DOE-IDEA and 2023-3186-DOE-IDEA), the Administrative Law Judge ("ALJ") rendered orders and decisions addressing all the Parents' claims in those due process hearing request for which the DAL had subject matter jurisdiction.

#### SECOND AFFIRMATIVE DEFENSE

To the extent that the Plaintiffs make allegations or requests relief in this Complaint regarding issues and/or requested relief in DAL Docket Nos. 2023-2489-DOE-IDEA and 2023-3186-DOE-IDEA, which the Parent(s) abandoned prior to and/or during a due process hearing(s), such issues and/or relief, as a result, are barred on grounds of res judicata and/or collateral estoppel.

#### THIRD AFFIRMATIVE DEFENSE

The Plaintiffs were provided with a full and complete opportunity to submit whatever evidence desired during the administrative proceedings; therefore, the Plaintiffs should be estopped from introducing before this Court any new or additional evidence that Plaintiffs could have presented, but did not, during the administrative proceedings below.

#### FOURTH AFFIRMATIVE DEFENSE

Plaintiffs raise claims that fall under the IDEA and are subject to the administrative exhaustion requirements under IDEA and related Louisiana laws and implementing regulations. To the extent that Plaintiffs have presented any claims or allegations in the Complaint that were not presented to the ALJ within the due process hearing requests in DAL Docket Nos. 2023-2489-DOE-IDEA and 2023-3186-DOE-IDEA, such claims or allegations have not been exhausted under mandated

administrative procedures for all IDEA claims; therefore, any such premature claim is not justiciable based on such failure to exhaust administrative remedies pursuant to IDEA and, accordingly, should be dismissed.

#### FIFTH AFFIRMATIVE DEFENSE

All claims made by the Plaintiffs regarding matters within the scope of IDEA are subject to the administrative exhaustion requirements under IDEA, LA. REV. STAT. § 17:416, and related Louisiana laws and implementing regulations regardless of the statutory basis or the relief sought. To the extent that Plaintiffs have, expressly, impliedly, or otherwise, presented any claim under other federal or state statutes or regulations, such premature claim is not justiciable based on such failure to exhaust administrative remedies pursuant to IDEA.

#### SIXTH AFFIRMATIVE DEFENSE

Any claim regarding any alleged act or omission prior to June 27, 2022 has prescribed as a matter of law pursuant to IDEA, 20 U.S.C. § 1415(f)(3)(C), Title II of the Americans with Disabilities Act, 42 U.S.C. § 12131 et seq. (“ADA”), and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq. (“Section 504”), the Education of Students with Exceptionalities Act, LA. REV. STAT. § 17:1946, and the Louisiana Human Rights Act, LA. REV. STAT. § 51:2231 (“LHRA”). To the extent that the Plaintiffs have made claims subject to the administrative exhaustion requirements under the IDEA, ADA, Section 504, its regulatory provisions, the LHRA, and related Louisiana laws and regulatory provisions for any act or omission prior to June 27, 2022, and Plaintiffs have not exhausted such mandated administrative remedies, this Court does not have jurisdiction over such prescribed claims, and they must be dismissed. The School Board further asserts the defense of prescription against all claims relating to alleged actions which took place more than one (1) year prior to the filing of this action by Plaintiffs.

SEVENTH AFFIRMATIVE DEFENSE

To the extent that the Complaint fails to state a claim upon which relief can be granted against the Defendants for violation of the rights of either P.A., P.B., P.C., or their respective minor children, A.A., B.B. and C.C., under the IDEA or any of the federal regulatory provisions relevant thereto, such claims against the School Board should be dismissed pursuant to Federal Rule of Civil Procedure 12(b)(6).

EIGHTH AFFIRMATIVE DEFENSE

Punitive damages may not be awarded against a governmental entity, such as a political subdivision of the State of Louisiana; therefore, any claim(s), implied or otherwise, of the Plaintiffs for such damages against the Defendants must be denied and dismissed.

NINTH AFFIRMATIVE DEFENSE

While the Defendants affirmatively aver that the Plaintiffs have not suffered any damages whether explicitly or implicitly alleged in the Complaint or otherwise for which Defendants are liable, the Defendants would alternatively and affirmatively aver that, in the event damages are awarded against the School Board as a result of any claim presented therein, the Defendants are entitled to and will seek contribution from others, including, but not limited to, Plaintiffs or others acting in concert with them or others, whose actions or inactions were the cause of such damages.

TENTH AFFIRMATIVE DEFENSE

To the extent that the Complaint fails to state a claim upon which relief can be granted against the Defendants, for violation of any laws of the State of Louisiana; any Louisiana regulatory provision; for any violation of federal law; any federal regulatory provision; under 42 U.S.C. § 1985 or otherwise as specifically alleged for conspiracy in any form or of any nature; brought pursuant to 42 U.S.C. § 1983 or otherwise whether as a result of conspiracy, collusion, or otherwise; for

violations of any right granted by the Fourteenth Amendment of the United States Constitution to Plaintiffs; for violations of any right granted by the Louisiana Constitution to Plaintiffs; for violations Title II of the Americans with Disabilities Act (“ADA”), 42 U.S.C. § 12131 et seq. or Section 504 of the Rehabilitation Act of 1973 (“Section 504”), 29 U.S.C. § 794 et seq.; or any other claim pursuant to the United States Constitution, such claims against the Defendants should be dismissed pursuant to Federal Rule of Civil Procedure 12(b)(6).

ELEVENTH AFFIRMATIVE DEFENSE

Political subdivisions, such as the School Board, cannot be held vicariously liable for the acts of its employee(s) for claims brought under 42 U.S.C. § 1983; therefore, if Plaintiffs have made, implied or otherwise, any § 1983 claims based on the vicarious liability (express, implied, or otherwise) of the School Board, such claims must be dismissed.

TWELFTH AFFIRMATIVE DEFENSE

While the Defendants affirmatively aver that the Plaintiffs have not suffered any damages as explicitly or implicitly alleged in the Complaint or otherwise for which the Defendants are liable, the Defendants alternatively and affirmatively aver that the Plaintiffs have failed in their duty to mitigate any potential damages; therefore, any and all damages alleged to have been suffered by the Plaintiffs were caused or aggravated by the Plaintiffs, either of their own actions or inactions, and, thus, any alleged damages, if any, should be dismissed accordingly.

THIRTEENTH AFFIRMATIVE DEFENSE

An award of monetary damages is not an available remedy under the IDEA or the Education of Students with Exceptionalities Act, LA. REV. STAT. § 17:1941 *et seq.*; therefore, any claim(s), implied or otherwise, by the Plaintiffs for such damages must be dismissed.

FOURTEENTH AFFIRMATIVE DEFENSE

The School Board is a political subdivision of the State of Louisiana. Therefore, the School Board claims and asserts as affirmative defenses against any state law claims (implied or otherwise) brought against it, the governmental immunities and limitations of actions as such existed at the time of the actions complained of, at the time of filing of the Complaint, now, or hereafter in the State of Louisiana for political subdivisions under the Louisiana Governmental Claims Act, LA. REV. STAT. § 13:5101 *et seq.*, or as otherwise provided by Louisiana laws and/or regulatory provisions.

FIFTEENTH AFFIRMATIVE DEFENSE

The Defendants affirmatively aver that they may be entitled to an award of reasonable attorneys' fees and costs against Plaintiffs and/or Plaintiffs' attorneys (if any) pursuant to the IDEA, 20 U.S.C. §1415(i)(3)(B), insofar as the Complaint is based on frivolous and unreasonable claims, premature claims violative of the IDEA exhaustion requirement, prescribed claims, and/or other claims without legal and/or factual foundation.

SIXTEENTH AFFIRMATIVE DEFENSE

The claims asserted by Plaintiffs herein are frivolous and have been alleged without reasonable investigation and/or without reasonable basis in fact or law. As a result of the filing of the instant Complaint by Plaintiffs, the Defendants have been required to obtain the services of the undersigned attorneys and are entitled to receive from Plaintiffs or either of them reasonable attorney's fees and costs incurred in and through this action. The Defendants would affirmatively show that it is entitled to recover attorney's fees, costs, and other monetary damages from Plaintiffs and/or their counsel resulting from the filing and prosecution of this legally and factually insufficient and inflammatory Complaint.

SEVENTEENTH AFFIRMATIVE DEFENSE

The Defendants reserve the right to assert any additional or alternative defenses that may be discovered during additional investigation or discovery.

EIGHTEENTH AFFIRMATIVE DEFENSE

Supplemental jurisdiction over the state law claims alleged in Plaintiffs' Complaint should be denied as the state law claims predominate over the claims over which the Court has original jurisdiction and raise novel or complex issues of state law.

NINETEENTH AFFIRMATIVE DEFENSE

The Defendant, Superintendent Doris Voitier, claims the defense of qualified immunity from liability from damages and to stand trial or face other burdens of litigation as her conduct has not violated clearly established statutory or constitutional rights.

ANSWER

And now, having set forth its affirmative defenses, the Defendants respectfully respond to the Plaintiffs' Complaint, paragraph by paragraph, as follows:

Introduction

The Defendants deny any and all factual and legal claims in this section of the Complaint. The School Board asserts that it took all actions relevant to this Complaint in compliance with all applicable laws and in the best interests of the students named in this matter and all students who attend its schools. Further, the Defendants assert that they have never taken actions to unlawfully discriminate against or violated the rights of the Plaintiffs or either of the students referenced in the Complaint.

C.F. Rowley Alternative School ("Rowley"), is one of the top-ranked alternative schools in the state of Louisiana. Rowley serves students subject to long-term disciplinary assignments as

well as many other students. Rowley staff are dedicated to meeting their students' varied needs and provide needed targeted behavioral supports, disability accommodations, and a high-quality education to all students who attend.

PARTIES

1.

The Defendants admit that A.A. is a sixteen-year-old student with a disability who resides with his mother, P.A., in Chalmette, Louisiana. The Defendants admit that A.A. was enrolled at Rowley for a portion of the 2022-2023 school year but deny the remaining factual or legal allegations in Paragraph 1 of the Complaint.

2.

The Defendants admit that B.B. is a sixteen-year-old student with a disability who resides with her mother, P.B., in Chalmette, Louisiana. The Defendants admit that B.B. is enrolled in SBPPS at Chalmette High School but deny any remaining factual allegations or legal conclusions in Paragraph 2 of the Complaint.

3.

The Defendants admit that C.C. is a seventeen-year-old student with a disability who resides with her mother, P.C., in Chalmette, Louisiana. The Defendants admit that C.C. is enrolled in SBPPS at Chalmette High and was assigned to C.F. Rowley Alternative School through December 15, 2023. She will return to Chalmette High School on January 4, 2024. The Defendants deny any remaining factual allegations or legal conclusions in Paragraph 3 of the Complaint.

4.

The Defendants admit that the School Board is a political subdivision of the State of Louisiana located in the Parish of St. Bernard. The School Board receives federal funding and is responsible



under State law for the operation of schools under its jurisdiction, and it admits that it is a public entity and that it is charged with establishing and maintaining the public schools within its jurisdiction. The Defendants deny all remaining factual allegations and legal conclusions in Paragraph 4 of the Complaint.

5.

The Defendants admit that Doris Voitier was Superintendent of SBPPS during the relevant prescriptive period per applicable Louisiana Statutes and currently serves as Superintendent. The Defendants deny all remaining legal conclusions in Paragraph 5 of the Complaint.

JURISDICTION AND VENUE

6.

The Defendants admit that the Court has jurisdiction to hear U.S. Constitutional claims, and claims made under the ADA and Section 504.

7.

The Defendants admit that the Court has the jurisdiction to issue injunctive relief to the extent the Court has jurisdiction over Plaintiffs' claims. However, if Plaintiffs' move the Court to exercise its injunctive power, the Defendants will show that no preliminary, temporary, or permanent injunctive relief is appropriate in this matter. The Defendants deny all remaining legal conclusions in this Paragraph.

8.

The Defendants admit Paragraph 8 regarding the allegations contained in the Complaint. However, the School Board cannot respond to any other factual allegations that are not listed in the Complaint.

9.

The Defendants admit that this Court has jurisdiction over IDEA appeals under 20 U.S.C. § 1415(i)(2). However, Defendants deny that all claims contained in the Complaint are justiciable.

10.

The Defendants deny that the Court should exercise supplemental jurisdiction over the Plaintiffs' state law claims.

11.

The Defendants admit that venue is proper in the United States District Court for the Eastern District of Louisiana.

#### ADMINISTRATIVE EXHAUSTION

12.

The Defendants deny that the claims contained in Counts I through V are exempt from the exhaustion requirement under IDEA. The Defendants also deny that the claims contained Count VI are exempt from the exhaustion requirement under IDEA, as Counts I through V are incorporated in Count V.

#### STATUTORY FRAMEWORK

13.

This section contains a proposed recitation of the law, without a corresponding claim. The Defendants assert this does not warrant an answer; nevertheless, the Defendants deny said legal conclusions and deny any remaining factual or legal allegations contained in Paragraph 13 of the Complaint.

14.

Paragraph 14 contains conclusions of law which require no answer by Defendants;

nevertheless, the Defendants deny said conclusions as stated. The Defendants also deny the remaining allegations, as stated, contained in Paragraph 14 of the Complaint.

15.

Paragraph 15 contains conclusions of law which require no answer by Defendants. Only if an answer is required, Defendants deny said conclusions as stated and deny the remaining allegations, as stated, contained in Paragraph 15 of the Complaint.

16.

Paragraph 16 contains conclusions of law which require no answer by Defendants; nevertheless, the Defendants deny said conclusions as stated and deny the remaining allegations, as stated, contained in Paragraph 16 of the Complaint.

17.

The Defendants admit and would affirmatively show that the SBPSB administers the St. Bernard Parish School District and St. Bernard Public Schools, a public entity subject to requirements of Title II of the ADA and Section 504.

18.

Paragraph 18 contains conclusions of law which require no answer by Defendants; nevertheless, the Defendants respond as follows. Defendants acknowledge the requirement of public schools to provide students with disabilities with an education in the least restrictive environment under Section 504 and Title II of the ADA, however Defendants deny said conclusions as stated. The Defendants deny the remaining allegations, as stated, contained in Paragraph 18 of the Complaint.

19.

Paragraph 19 contains conclusions of law which require no answer by Defendants; nevertheless, the Defendants admit that the School Board has an obligation to provide reasonable modifications in accordance with the eligibility procedures of Section 504 and to educate students

with disabilities in the most integrated setting appropriate to their needs under 28 C.F.R. § 35.130(d) and its least restrictive environment obligations under 34 C.F.R. §§ 104.34(a)-(b). The Defendants deny the remaining allegations, as stated, contained in Paragraph 19 of the Complaint.

20.

Paragraph 20 contains conclusions of law which require no answer by Defendants; nevertheless, the Defendants admit the legal standards listed in Paragraph 20.

21.

Paragraph 21 contains conclusions of law which require no answer by Defendants; nevertheless, the Defendants admit the legal standard listed in Paragraph 21.

22.

Paragraph 22 contains conclusions of law which require no answer by Defendants; nevertheless, the Defendants admit the legal standard listed in Paragraph 22.

23.

Paragraph 23 contains conclusions of law which require no answer by Defendants; nevertheless, the Defendants deny said conclusions as stated. The Defendants deny the remaining allegations, as stated, contained in Paragraph 23 of the Complaint.

24.

Paragraph 24 contains conclusions of law which require no answer by Defendants; nevertheless, the Defendants deny said conclusions as stated. The Defendants deny the remaining allegations, as stated, contained in Paragraph 24 of the Complaint.

25.

Paragraph 25 contains conclusions of law which require no answer by Defendants; nevertheless, the Defendants deny said conclusions as stated. The Defendants deny the remaining allegations, as stated, contained in Paragraph 25 of the Complaint.

26.

Paragraph 26 contains conclusions of law which require no answer by Defendants; nevertheless, the Defendants acknowledge the requirements of LA. REV. STAT. §§ 17:416(L) and 17:416.13. The Defendants deny the remaining allegations, as stated, contained in Paragraph 26 of the Complaint.

27.

Paragraph 27 contains conclusions of law which require no answer by Defendants; nevertheless, the Defendants deny said conclusions as stated. The Defendants deny the remaining allegations, as stated, contained in Paragraph 27 of the Complaint.

28.

Paragraph 28 contains conclusions of law which require no answer by Defendants; nevertheless, the Defendants deny said conclusions as stated. The Defendants deny the remaining allegations, as stated, contained in Paragraph 28 of the Complaint.

29.

Paragraph 29 contains conclusions of law which require no answer by Defendants; nevertheless, the Defendants admit the legal conclusion listed in Paragraph 29.

30.

Paragraph 30 contains conclusions of law which require no answer by Defendants; nevertheless, the Defendants deny said conclusions as stated. The Defendants deny the remaining allegations, as stated, contained in Paragraph 30 of the Complaint.

31.

Paragraph 31 contains conclusions of law which require no answer by Defendants; nevertheless, the Defendants admit to the existence of the state laws listed in Paragraph 31 and their subparts.

32.

Paragraph 32 contains conclusions of law which require no answer by Defendants; nevertheless, the Defendants admit to existence of the state laws listed in Paragraph 32 and their subparts.

33.

Paragraph 33 contains conclusions of law which require no answer by Defendants; nevertheless, the Defendants deny said conclusions as stated. The Defendants deny the remaining allegations, as stated, contained in Paragraph 33 of the Complaint.

34.

Paragraph 34 contains conclusions of law which require no answer by Defendants; nevertheless, the Defendants admit to the state laws listed in Paragraph 34 and their subparts.

STATEMENT OF FACTS

35.

The Defendants admit and would affirmatively show that the School Board operates twelve public schools within the St. Bernard Parish Public School system, including one alternative school for middle and high school students: C.F. Rowley Alternative School (“Rowley”).

36.

The Defendants deny the allegations as stated. The Defendants admit that the School Board operates Rowley, which may be used for the assignment of expelled students in grades six through twelve in SBPPS and other assigned students.

37.

The Defendants admit that the School Board operates three middle schools and one high school, but the denies the reminder of Paragraph 37. In addition, the School Board operates one alternative school.

38.

The Defendants admit that Chalmette High School is a high school.

39.

The Defendants admit that Chalmette High School serves over 2,000 students.

40.

The Defendants admit the approximate student population listed for middle schools in SBPPS.

41.

The Defendants deny that the student population at Rowley is approximately 160 students.

42.

The Defendants deny the allegations, as stated, contained in Paragraph 42 of the Complaint.

43.

The Defendants deny the allegations, as stated, contained in Paragraph 43 of the Complaint.

44.

The Defendants deny the allegations, as stated, contained in Paragraph 44 of the Complaint.

45.

The Defendants deny the allegations, as stated, contained in Paragraph 45 of the Complaint.

46.

The Defendants deny the allegations, as stated in Paragraph 46 of the Complaint. The Defendants admit that students expelled from SBPPS middle and high schools are required to attend Rowley or some other alternative program or school under Louisiana law.

47.

The Defendants deny the allegations, as stated, contained in Paragraph 47 of the Complaint. If a student with disabilities is placed at Rowley for a discipline decision or an Individualized Education Program (“IEP”) Team decision, the IEP outlines specific goals for the student along with

a specific timeframe with specific accommodations and modifications. The student then does not complete a one-size-fits-all program but one that is tailored, and progress is monitored according to their specific goals and timeframe.

48.

The Defendants deny the allegations, as stated, contained in Paragraph 48 of the Complaint.

49.

The Defendants deny the allegations, as stated, contained in Paragraph 49 of the Complaint. Every student in grades 6-10, which is the vast majority of the school, receives live instruction every single day. Every student, grades 6-12 receive support, scaffolds, guided questions, and instruction from live teachers and live interventionists. The teachers teach every day and utilize the same curriculum resources, materials, scope and sequences, and assessments as all the other schools in St. Bernard Parish. To ensure that every upper-class student receives the exact courses and electives they need in their graduation pathway, Rowley does utilize the Edgenuity program for 11th and 12th grade students, which has been accredited by the Louisiana Department of Education. The students in these classes have in-person teachers and interventionists to provide support, scaffolds, accommodations, differentiation, and instruction.

The teachers at Rowley also engage in the same curriculum and instructional coaching, partnerships, and professional development activities as the teachers in all the other schools in St. Bernard Parish School District. The Rowley teachers participate with all other St. Bernard Parish teachers in ongoing professional development run by District instructional coordinators focused on evidenced-based instructional practices and curriculum implementation. The Rowley teachers utilize the same curriculum resources, scopes and sequences, interventions, and calendars as the teachers in other St. Bernard Parish schools. The Rowley teachers benefit from instructional coaching from



district instructional coordinators and from observations and coaching led by curriculum partners like Springboard and i-Ready.

50.

The Defendants deny the allegations, as stated, contained in Paragraph 50 of the Complaint. Rowley has 14 teacher positions; seven serve in middle school and seven in high school. The student-to-teacher ratio is currently 10:1. Rowley has a position for high school social studies and that position is currently being filled by a long-term substitute. The District is working to fill that vacancy permanently.

51.

The Defendants admit that Chalmette High students may earn college credit but denies the remaining allegations contained in Paragraph 51.

52.

The Defendants admit that Chalmette High School students have been named Posse Scholarship Recipients in the last five years but denies the remaining allegations contained Paragraph 52.

53.

The Defendants deny the allegations, as stated, contained in Paragraph 53 of the Complaint. According to the Louisiana State School Performance Score (SPS), Rowley increased 10 points in SPS from Spring of 2020 to the Spring of 2022. Their spring 2022 SPS score of 74.6 is less than one point away from being a B school and is the third highest alternative school in Louisiana according to state alternative SPS score reports. During this time, 100% of the school's 12th graders graduated and the school received a high school strength of diploma index of 106.

54.

The Defendants admit that expelled students are not permitted to participate in district-

wide or school-sponsored and extracurricular activities but denies the remaining allegations, as stated, contained in Paragraph 54 of the Complaint.

55.

The Defendants deny the allegations, as stated, contained in Paragraph 55 of the Complaint.

56.

The Defendants deny the allegations, as stated, contained in Paragraph 56 of the Complaint.

57.

The Defendants deny the allegations, as stated, contained in Paragraph 57 of the Complaint.

58.

The Defendants deny the allegations, as stated, contained in Paragraph 58 (and its subparts) of the Complaint. If a student is recommended for alternate placement due to a discipline incident, the parent receives due process rights. The School Board notifies the parent of the incident and given a letter outlining how to schedule an appeal if they wish to do so with the Superintendent or a designee of the Superintendent. After this appeal, the parent has the right to appeal to the School Board. For alternate placement discipline incidents, every student and every parent are afforded this opportunity for a hearing in St. Bernard Parish Schools. Whether the parent wishes to appeal the decision or not, the placement is still not deemed an expulsion. Signing or not signing the letter has no impact on deeming the incident an expulsion.

59.

The Defendants deny the allegations, as stated, contained in Paragraph 59 of the Complaint.

60.

The Defendants deny the allegations, as stated, contained in Paragraph 60 of the Complaint.

61.

The Defendants deny the allegations, as stated, contained in Paragraph 61 of the Complaint. Rowley has partnerships with Methodist System Foundation (“Methodist”) and LSU Health Sciences Center (“LSUHSC”). Through Methodist, Rowley has three on-site social workers working to provide social-emotional counseling to Rowley students every day. In addition to the three social workers, Rowley has a school social worker and a special education social worker on site. Through the LSUHSC partnership, Rowley has a Master of Social Work (“MSW”) and a Licensed Clinical Social Worker, Board-Approved Clinical Supervisor, (“LCSW-BACS”)—who is Chief of the Social Work Section for the LSUHSC Department of Psychiatry—giving direct and on-site counseling services to Rowley students twice a week. In addition, through LSU, an LSU psychiatrist and residents provide direct on-site services for students and families twice a month throughout the school year and summer.

Every student in sixth through tenth grade, which is the vast majority of the school, receives live instruction every school day. Every student in sixth through tenth grade receives scaffolds, guided questions, and instruction from live teachers and live interventionists. The teachers teach every day and utilize the same curriculum resources, materials, scope and sequences, and assessments as all the other schools in St. Bernard Parish. To ensure that every upper-class student receives the exact courses and electives they need in their pathway, Rowley does utilize the Edgenuity program for 11th and 12th grade students, which has been accredited by the Louisiana Department of Education. The students in these classes have in person teachers and interventionists to provide support, scaffolds, accommodations, differentiation, and instruction.

62.

The Defendants deny the allegations, as stated, contained in Paragraph 62 (and its subparts) of the Complaint. Students with disabilities have access to the same due process procedures required for students who are not disabled. See the information in response to Paragraph 61 regarding mental health-related supports and interventions. Rowley and its staff dedicate themselves to meeting students' varied needs and provide targeted support, accommodations, and modifications to all students including students with disabilities. Starting in the Fall of 2020, the staff has engaged in three years of ongoing trauma-informed training and on-site coaching in the Trust Based Relational Intervention ("TBRI") Program developed by the Karyn Purvis Institute of Child Development. These practices prioritize connection building, empowering students, and meeting the needs of each individual student. The TBRI training and coaching team has identified Rowley as a model school and is using the practices, successes, and principal at Rowley to lead statewide and nationwide training and implementation efforts of this trauma-informed model in schools, resident facilities, JDCs, courts, and foster homes. As a result of these evidenced-based and trauma-informed strategies, the students at Rowley have experienced considerable success both academically and behaviorally during this time period. According to the Louisiana State School Performance Score, Rowley increased 10 points in SPS from Spring of 2020 to the Spring of 2022. Rowley's Spring 2022 SPS score of 74.6 is less than one point away from being a B school and is the third highest alternative school in the state according to state alternative SPS score reports. During this time, 100% of the school's 12<sup>th</sup> graders graduated and the school received a HS strength of diploma index of 106. During this time, the school had zero arrests of students and saw considerable growth in the administered LSU school culture and climate survey.

In addition to all the curriculum and instructional training and coaching outlined previously, staff at Rowley engage in yearly trainings on multiple subjects including the following:

- a. Americans with Disabilities
- b. Bullying Recognition and Response
- c. Child Abuse Mandatory Reporting
- d. Cyberbullying
- e. Hazing Prevention in K-12 environments
- f. Human Trafficking Awareness
- g. Sexual Harassment Student Issues and Responses
- h. Sexual Misconduct Staff to Student
- i. Students Experiencing Homelessness Awareness and Understanding
- j. Youth Suicide: Awareness, Prevention, Postvention

Rowley also has a sensory room through the Project Aware Grant where students and staff members can utilize sensory materials, activities, and resources to help de-escalate and regulate their emotions. Staff also utilize restorative practices, as appropriate, to resolve conflicts and address students and staff concerns.

63.

The Defendants deny the allegations, as stated, contained in Paragraph 63 of the Complaint.

64.

The Defendants deny the allegations, as stated, contained in Paragraph 64 of the Complaint. Rowley also has partnerships with Methodist System Foundation and LSU Health Sciences Center. Through Methodist, Rowley has three on-site social workers working to provide social-emotional counseling to Rowley students every day. In addition to the three social workers, Rowley has a School Social Worker and a Special Education Social Worker on site. Through the LSU partnership, Rowley has both an MSW and a LCSW-BACS giving direct and on-site counseling

services to Rowley students twice a week. In addition, through LSU, an LSU psychiatrist provides direct on-site services for students and families twice a month throughout the school year and summer.

65.

The Defendants lack sufficient knowledge to admit or deny the allegations contained in Paragraph 65 of the Complaint.

66.

The Defendants deny the allegations contained in Paragraph 66 of the Complaint. Rowley had 30 students in special education in May of 2023. Seventy percent (70%) of these students either exited or their parent elected for them to stay. Fifty-seven percent (57%) of students outright exited Rowley. Of those 30 students: 17 exited Rowley and transferred to their homebased school and one graduated; four of the students' parents chose for them to remain at Rowley (two were not discipline placements to start); four remained at Rowley due to engaging in class 3 behaviors while at Rowley; and four students were recent Rowley transfers and were at Rowley for less than nine weeks at the end of the 2022-2023 school year.

67.

The Defendants deny the allegations, as stated, contained in Paragraph 67 of the Complaint. If a student with disabilities is placed at Rowley for a discipline decision or an IEP team decision, the IEP outlines specific goals for the student along with a specific timeframe with specific accommodations and modifications. The student then does not complete a one-size-fits-all program but one that is tailored, and progress is monitored according to their specific goals and timeframe. In the District's "Transition to District School Guidelines," it notes that "this time frame may be less if this student is on an IEP placement."

68.

The Defendants deny the allegations contained in Paragraph 68 of the Complaint.

69.

The Defendants deny the allegations contained in Paragraph 69 of the Complaint.

Plaintiff-Students

70.

The Defendants admit that A.A. is a student who qualifies for special education and related services as a student with disabilities under the Individuals with Disabilities Education Act (IDEA) and associated Louisiana law, as well as private medical diagnoses. The Defendants deny the remaining allegations, as stated, contained in Paragraph 70 of the Complaint.

71.

The Defendants deny the allegations, as stated, contained in Paragraph 71 of the Complaint.

72.

The Defendants deny the allegations, as stated, contained in Paragraph 72 of the Complaint.

73.

The Defendants lack sufficient knowledge to admit or deny the allegations, as stated, contained in Paragraph 73 of the Complaint. Based on information and belief, A.A. also discharged a weapon toward another during the alleged incident.

74.

The Defendants deny the allegations, as stated, contained in Paragraph 74 of the Complaint. The Defendants admit that the School Board assigned A.A. to Rowley after a violent community incident.

75.

The Defendants lack sufficient knowledge to admit or deny the allegations, as stated, contained in Paragraph 75 of the Complaint, regarding the actions of Plaintiff's counsel. The Defendants admit that the School Board allowed the student to return to Chalmette High School, subject to reasonable searches. The Defendants deny the remaining allegations, as stated, contained in Paragraph 75 of the Complaint.

76.

The Defendants admit that on or around January 14, 2022, the School Board found "grains of marijuana" in A.A.'s jacket pocket and based on the violation of the School Board's discipline policy assigned A.A. to Rowley on or around January 18, 2022. The Defendants deny the remaining allegations, as stated, contained in Paragraph 76 of the Complaint.

77.

The Defendants admit that the School Board offered A.A.'s parent a waiver form. If a student is recommended for Alternate Placement due to a discipline incident, the parent receives due process rights. The parent is notified of the incident and given a letter outlining how to schedule an appeal if they wish to do so with the Superintendent or a designee of the Superintendent. After this appeal, the parent has the right to appeal to the School Board. For alternate placement discipline incidents, every student and every parent has been given this opportunity in St. Bernard Parish. Whether or not the parent wishes to appeal the decision, the placement is still not deemed an expulsion. Signing or not signing the letter has no impact on deeming the incident an expulsion. The School Board and A.A.'s parent signed an agreement that A.A. could return to Chalmette High School for the fall of the 2022-2023 school year. The Defendants deny the remaining allegations, as stated, contained in Paragraph 77 of the Complaint.



78.

The Defendants deny the allegations, as stated, contained in Paragraph 78 of the Complaint. While at Rowley in 2021-2022, the parent was not willing to send the student to Rowley for in-person instruction and chose for A.A. to work virtually. The student was not attempting the coursework. The student and parent were notified that the school had academic tutoring twice a week where he also could receive social work services. The social worker and tutors were present every day and the student attended twice out of 30 opportunities.

79.

The Defendants admit that the School Board completed and disseminated a Louisiana Bulletin 1508 initial evaluation for special education eligibility on March 8, 2022. The School Board's evaluation determined that A.A. qualified as a student with a disability with the exceptionality of Specific Learning Disability. The Defendants deny the remaining allegations, as stated, contained in Paragraph 79 of the Complaint.

80.

The Defendants deny the allegations, as stated, contained in Paragraph 80 of the Complaint. At the IEP Team meeting in the beginning of the 2022-2023 year, no member of the IEP Team stated that the student would be placed at Rowley for the remainder of the school year. The IEP Team reviewed the student's academic progress. In the week leading up to the IEP Team meeting, the student made considerable progress on the academic coursework. The IEP Team discussed the importance of continuing this effort along with the different academic and social emotional support Rowley could provide the student during the first nine weeks of the school year in person. The IEP Team talked about helping the student address prior course material and receive the academic and behavior support so that after the first nine weeks of the school year, the student could transition to

Chalmette High School (CHS) on track and prepared to succeed. The parent agreed to send the student in person to Rowley and the student had a very successful nine-week period. The student demonstrated both academic and behavioral growth, earned better grades than he had at CHS, and received consistent social work services. While at Rowley, the student was not warehoused, or bullied, or victimized, or forced in front of a computer all day. The student made connections with his teachers, showed growth academically, and practiced social emotional regulation and de-escalation on numerous occasions with social workers, the principal, and with trusted teachers. The student made such a connection with some teachers that the student ate lunch with two teachers almost every day. The connections the staff at Rowley made with the student continue to this day and have continued to help the student grow academically and behaviorally.

81.

The Defendants deny the allegations, as stated, contained in Paragraph 81 of the Complaint. See the response to Paragraph 80.

82.

The Defendants admit that an expedited due process hearing occurred on September 9 and 12, 2022, with a result that the student would need to return to Chalmette High School and the School Board provide compensatory services. The Defendants deny the remaining allegations, as stated, contained in Paragraph 82 of the Complaint.

83.

The Defendants admit that A.A. re-enrolled on or about September 22, 2022, at Chalmette High School.

84.

The Defendants admit the allegations in Paragraph 84 of the Complaint.

85.

The Defendants admit that A.A. was involved in a fight on or around February 15, 2023. The Defendants admit that the School Board recommended assignment to Rowley. The fight stemmed from an on-going community conflict between two groups of students, including A.A. and the student with whom he fought. Before the fight, A.A. walked away to put his backpack down and a teacher was addressing the peer student. A.A re-entered the area, threw the first punch, hit a teacher in the face approximately three times, pushed into multiple students, and pushed another teacher across the hallway. Both teachers needed to receive medical attention due to being hit, grabbed, or pushed by A.A. The Defendants deny the remaining allegations, as stated, contained in Paragraph 85 of the Complaint.

86.

The Defendants admit that P.A. had expressed concerns about her son at school. The Defendants deny the allegations, as stated, contained in Paragraph 86 of the Complaint.

87.

The Defendants deny the allegations, as stated, contained in Paragraph 87 of the Complaint. The student received due process rights and proper notification. The parent was given the opportunity for a hearing which she did not access.

88.

The Defendants deny the allegations, as stated, in Paragraph 88 of the Complaint.

89.

The Defendants admit that Administrative Law Judge (ALJ) ruled that the behavior was a manifestation of the student's disability and ordered that the student had the opportunity to return to Chalmette High School. The Defendants deny the remaining allegations, as stated, contained in Paragraph 89 of the Complaint.

90.

The Defendants deny the allegations, as stated, contained in Paragraph 90 of the Complaint. Upon information and belief, A.A. does not attend Chalmette High School based on “probation” from a legal proceeding to which Defendants were not a party.

91.

The Defendants deny the allegations contained in Paragraph 91 of the Complaint. Upon information and belief, A.A. does not attend Chalmette High School based on “probation” from a legal proceeding to which Defendants were not a party.

92.

The Defendants deny the allegations, as stated, contained in Paragraph 92 of the Complaint. On March 29, 2023, prosecutor Lance Licciardi requested the Ms. Mary Lumetta and Mr. Joseph Cipollone make themselves available to play the videos of the February 2023 fight at Chalmette High School for trial and have the two teachers who A.A. hit available as well. When Ms. Lumetta and Mr. Cipollone arrived at the courthouse on March 30, 2023, the prosecutor stated that the prosecutor and attorney for A.A. worked out a plea deal. The prosecutor brought Ms. Lumetta and Mr. Cipollone to a room with A.A.’s attorney. The prosecutor outlined the plea deal and then the prosecutor and the student’s attorney asked questions about virtual programming, graduation requirements, and student support. A.A.’s attorney said that A.A. did not want to go to Chalmette High School and asked about the different supports the school district can offer so A.A. can graduate in May 2024.

93.

The Defendants deny the allegations, as stated, contained in Paragraph 93 of the Complaint.

94.

The Defendants deny the allegations, as stated, contained in Paragraph 94 of the Complaint.

Ms. Lumetta was called by the district attorney's office to be prepared to show during a juvenile hearing a video of A.A.'s fight at Chalmette High School in February 2023.

95.

Without knowledge or facts to form a belief therein, the Defendants cannot admit or deny what the Plaintiffs' belief is regarding what the prosecutor allegedly knew or planned regarding the juvenile matter. The Defendants deny the remaining allegations, as stated, contained in Paragraph 95 of the Complaint.

96.

Without facts to form a belief therein, the Defendants cannot admit or deny what allegedly is in the juvenile court transcript—a confidential juvenile court document—as to statements by the prosecutor. The Defendants deny the remaining allegations, as stated, contained in Paragraph 96 of the Complaint. Ms. Lumetta and Mr. Cipollone did not go to a meeting with the district attorney and A.A.'s attorney, at the attorneys' request, to create a new plea deal with the two opposing attorneys. Ms. Lumetta and Mr. Cipollone did not discuss anything that was not first presented by the attorneys. A.A.'s attorney said that A.A. did not want to go to Chalmette High School. At the hearing, the prosecutor asked Ms. Lumetta if she accepted the plea deal on behalf of the victims—the teachers who were punched in the face and pushed—and Ms. Lumetta said, “yes”. Ms. Lumetta was also asked if they discussed the programming and support that can be provided to the student, and she said “yes”.

97.

The Defendants deny the allegations, as stated, contained in Paragraph 97 of the Complaint. Based on information and belief, P.A. agreed not to have A.A. go to Chalmette High School—as was also his preference according to his attorney—as part of a probationary agreement in a juvenile proceeding. A.A. and P.A. have been in consistent (almost daily contact) with a special education

teacher, and the student has been progressing extremely well in his classes. He earned B's in his summer classes that P.A. and A.A. consented to take. Also, he has been on track to graduate in May 2024. A.A. receives once a week behavior and social-emotional therapy sessions from a psychologist of the parent's choosing paid for by the School Board. A.A. also meets twice a week with a special education teacher at CHS virtually and receives live instruction on curriculum and skills aligned with his IEP goals. Also, twice a week, he receives virtual counseling and social work services from the special education social worker. A.A. also receives two hours a week of in-person tutoring by a private tutor—chosen by parent and paid for by the District—to support IEP goal progress and coursework. Since last spring, a special education teacher checks in with A.A. every school day to help with coursework and is available on a daily basis.

98.

The Defendants admit that B.B. has multiple private diagnoses. The Defendants admit and would show that B.B. is an 11<sup>th</sup> grade student who qualifies for special education and related services as a student with a disability under IDEA with the Louisiana Bulletin 1508 exceptionalities of Other Health Impairment and Emotional Disturbance. The Defendants deny the remaining allegations, as stated, contained in Paragraph 98 of the Complaint.

99.

The Defendants admit the allegations contained in Paragraph 99 of the Complaint.

100.

Without facts to form a belief therein, the Defendants cannot admit or deny the allegations contained in Paragraph 100 of the Complaint.

101.

The Defendants deny the allegations contained in Paragraph 101 of the Complaint.

102.

-30-

The Defendants admit that B.B. was assigned to Rowley for a disciplinary matter. The Defendants deny the remaining allegations, as stated, contained in Paragraph 102 of the Complaint.

103.

The Defendants admit that B.B. had multiple disciplinary incidents that school year. The Defendants deny the remaining allegations, as stated, contained in Paragraph 103 of the Complaint. On or about April 19, 2019, B.B. and another student were having an argument while seated. The other student and B.B. both got up. They started walking toward each other and began to fight. They fought each other and against a School Resource Officer (SRO) for over three minutes. B.B. punched the SRO repeatedly, and B.B. threw a chair at the SRO. When a teacher tried to help the SRO, B.B. pulled at the teacher's lanyard and hit her. Another staff member called 911 for assistance because of the injuries and the fact that the two would not stop fighting each other and the SRO.

104.

The Defendants deny the allegations, as stated, contained in Paragraph 104 of the Complaint.

105.

The Defendants deny the allegations, as stated, contained in Paragraph 105 of the Complaint.

106.

The Defendants admit that B.B. received multiple referrals for her misconduct. B.B. was in Tier 3 intervention at this time referenced in Plaintiffs' Paragraph 106, and B.B. received 1-on-1 mentoring as well as social work services. The following Fall, in 2020, B.B. responded well to the trauma-informed, trust-based relational interventions at Rowley. B.B. showed growth both academically and behaviorally and did not have any behavior infractions while at Rowley in 8th grade. B.B. transitioned to Andrew Jackson Middle School for the entire second semester of her 8th grade year and did not have any behavior infractions while there. The student was at Chalmette High School for B.B.'s 9th grade year and did not have any behavior infractions that year. B.B. did not

have any class 2 behavior infractions during B.B.'s 10th grade year until B.B. sprayed mace at another student's eye along with the spray hitting a teacher and another student. At the July 28, 2023 IEP Team meeting for B.B., the attorney for B.B. stated that they asked the student what interventions and accommodations have worked for them in the past. B.B. responded with interventions and accommodations that worked for the student three years earlier while B.B. was at Rowley. This was the B.B.'s main example tracing back in B.B.'s academic past and it was the student's own example: accommodations and interventions that B.B. received while at Rowley. The Defendants deny the remaining allegations, as stated, contained in Paragraph 106 of the Complaint.

107.

The Defendants admit that on or about September 19, 2022, B.B. sprayed mace at another student's eye along with the spray hitting a teacher and another student. The Defendants admit that the School Board assigned B.B. to Rowley based on her use of mace on another. For lack of information to form a belief therein, the Defendants deny the remaining allegations, as stated, contained in Paragraph 107 of the Complaint.

108.

The Defendants deny the allegations, as stated, contained in Paragraph 108 of the Complaint.

109.

The Defendants admit that, on or about September 20, 2022, B.B. was assigned to Rowley for the described conduct. The Defendants deny the remaining allegations, as stated, contained in Paragraph 109 of the Complaint. B.B. was afforded due process, including, as a student with a disability, a manifestation determination review (MDR) meeting. Further, if a student is recommended for Alternate Placement due to a discipline incident, the parent receives due process rights. The parent is notified of the incident and given a letter outlining how to schedule an appeal if they wish



to do so with the Superintendent or a designee of the Superintendent. After this appeal, the parent has the right to appeal to the School Board.

110.

The Defendants deny the allegations contained in Paragraph 110 of the Complaint. Whether the parent wishes to appeal the decision, the placement is still not deemed an expulsion. Signing or not signing the letter has no impact on deeming the incident an expulsion.

111.

The Defendants admit the allegations contained in Paragraph 111 of the Complaint.

112.

The Defendants deny the allegations contained in Paragraph 112 of the Complaint. The parent called the principal and stated that he wanted the student to be enrolled in Rowley virtually. The Rowley staff was flexible in its plan and programming and responded to the parent's wishes and concerns.

113.

The Defendants deny the allegations, as stated, contained in Paragraph 113 of the Complaint. Although the parent and B.B. did not wish to attend in person at Rowley (while B.B. was welcome to), the School Board encouraged B.B. to attend tutoring and to receive social work services from the school after work hours. During the spring semester, the parent and student received consistent, at times daily, contact to encourage B.B. to come to tutoring and to come to social work sessions. B.B. attended tutoring three (3) out of 54 opportunities.

114.

The Defendants deny the allegations contained in Paragraph 114 of the Complaint. Rowley's exit criteria are not uniform, and it is not a one-size-fits-all program. B.B. was not penalized for not

coming in person. B.B. was transferred to Chalmette High School (CHS) in May 2023. B.B. attended the summer school option at CHS, earned extra credits, and passed the Biology LEAP exam.

115.

At a previous 504 Team meeting in the Spring of 2023, Mr. Joe Cipollone notified the parent and her attorney that B.B. was on track to return to CHS after the spring semester. The Defendants admit that a second agreement was reached and, in part, contemplated B.B.'s return to CHS. B.B.'s return to CHS was always the timeframe and the plan. The Defendants deny the remaining allegations, as stated, contained in Paragraph 115 of the Complaint.

116.

While the agreements speak for themselves, the Defendants admit that there is no specific waiver of Section 504 or ADA claims.

117.

The Defendants deny the allegations contained in Paragraph 117 of the Complaint.

118.

The Defendants admit that C.C. is an eleventh-grade student with a disability. The Defendants deny the remaining allegations, as stated, contained in Paragraph 118 of the Complaint.

119.

The Defendants lack sufficient knowledge to admit or deny the allegations contained in Paragraph 119 of the Complaint.

120.

The Defendants lack sufficient knowledge to admit or deny the allegations contained in Paragraph 120 of the Complaint.

121.

The School Board admits that C.C. enrolled into SBPPS in August of 2022, at the beginning

of her tenth-grade year. P.C. indicated on her enrollment documents that C.C. did not have a Section 504 Plan. The Defendants deny the remaining allegations, as stated, contained in Paragraph 121 of the Complaint.

122.

The School Board admits that C.C. was involved in a group fight around September 13, 2023. The Defendants deny the remaining allegations, as stated, contained in Paragraph 122 of the Complaint.

123.

The School Board admits that C.C. was referred to an alternative school placement due to engaging in a group fight, and she was notified of her opportunity to have a hearing to contest the referral. The Defendants deny the remaining allegations, as stated, contained in Paragraph 123 of the Complaint.

124.

The Defendants admit that C.C. was provided a hearing where she was represented by counsel. Per the request of C.C.'s counsel, the hearing officer reduced the term of the disciplinary placement at Rowley. The Defendants admit that the determination letter stated that the decision was final. The Defendants deny the remaining allegations, as stated, contained in Paragraph 124 of the Complaint.

125.

The Defendants admit that C.C. now attends Rowley virtually per the request of P.C. The School Board offered P.C. in-person instruction, but that offer was rejected. The Defendants deny the remaining allegations, as stated, contained in Paragraph 125 of the Complaint.

126.

The Defendants admit that on or around October 4, 2023, C.C. was found eligible under

Section 504, and that a plan was put in place the same day. The Defendants also state that they had no notice of C.C.'s disabilities or had any reason to suspect that C.C. had a disability, prior to the September 2023 discipline appeal hearing. The Defendants deny the remaining allegations, as stated, contained in Paragraph 126 of the Complaint.

127.

The School Board admits that C.C. is attending Rowley virtually, per parental request. The Defendants deny the remaining allegations, as stated, contained in Paragraph 127 of the Complaint.

128.

Paragraph 128 contains a statement of incorporation by reference of allegations which require no answer by the Defendants; nevertheless, the Defendants deny said statement.

129.

Paragraph 129 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated. The Defendants admit that Doris Voitier is Superintendent of St. Bernard Parish Schools; she is not a public entity. The Defendants admit that the School Board is a public entity with obligations under Louisiana law to establish and operate public schools.

130.

Paragraph 130 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated. The Defendants admit that A.A. and B.B. have unique needs as students with disabilities under IDEA.

131.

Paragraph 131 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated.

132.

Paragraph 132 and its multiple subparts contain conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated.

133.

Paragraph 133 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated.

134.

Paragraph 134 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated.

135.

Paragraph 135 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated as well as deny that Plaintiffs are entitled to any attorney's fees or costs.

136.

Paragraph 136 contains a statement of incorporation by reference of allegations which require no answer by the Defendants; nevertheless, the Defendants deny said statement.

137.

Paragraph 137 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated. The Defendants admit that Doris Voitier is Superintendent of St. Bernard Parish Schools; she is not a public entity. The Defendants admit that the School Board is a public entity with obligations under Louisiana law to establish and operate public schools.

138.

Paragraph 138 contains conclusions of law which require no answer by the Defendants;

nevertheless, the Defendants deny said conclusions as stated. The Defendants admit that A.A., B.B., and C.C. have unique needs as students with disabilities.

139.

Paragraph 139 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated.

140.

Paragraph 140 and its multiple subparts contain conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated.

141.

Paragraph 141 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated.

142.

Paragraph 142 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated.

143.

Paragraph 143 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated as well as deny that Plaintiffs are entitled to any form of injunctive relief.

144.

Paragraph 144 contains a statement of incorporation by reference of allegations which require no answer by the Defendants; nevertheless, the Defendants deny said statement.

145.

Paragraph 145 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated. The Defendants admit that Doris

Voitier is Superintendent of St. Bernard Parish Schools; she is not a public entity. The Defendants admit that the School Board is a public entity with obligations under Louisiana law to establish and operate public schools.

146.

Paragraph 146 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated. The Defendants admit that A.A. has unique needs as a student with a disability under IDEA.

147.

Paragraph 147 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated.

148.

Paragraph 148 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated. Defendants also deny allegations of fact in Paragraph 148 as specified, in part, herein in response to parallel allegations of fact.

149.

For lack of information to justify a belief therein, the Defendants deny the allegations in Paragraph 149 regarding the juvenile court's alleged actions or its reasoning thereof. The Defendants deny the remaining allegations in Paragraph 149.

150.

Paragraph 150 contains a statement of incorporation by reference of allegations which require no answer by the Defendants; nevertheless, the Defendants deny said statement.

151.

Paragraph 151 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated. The Defendants admit that the School

Board is a body corporate with responsibility under Louisiana law to establish and operate public schools within its jurisdiction.

152.

Paragraph 152 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated. The Defendants admit that the School Board and superintendent of schools have broad responsibilities under Louisiana law to establish and operate public schools within its jurisdiction, including discipline of students.

153.

Paragraph 153 and its multiple subparts contain conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated.

154.

For lack of information to justify a belief therein, the Defendants deny the allegations in Paragraph 154.

155.

Paragraph 155 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated.

156.

Paragraph 156 contains a statement of incorporation by reference of allegations which require no answer by the Defendants; nevertheless, the Defendants deny said statement.

157.

Paragraph 157 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated.

158.

Paragraph 158 contains conclusions of law which require no answer by the Defendants;



nevertheless, the Defendants deny said conclusions as stated. The statute in full speaks for itself.

159.

Paragraph 159 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated. The statute in full speaks for itself.

160.

Paragraph 160 and its multiple subparts contain conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated.

161.

Paragraph 161 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated.

162.

For lack of information to justify a belief therein, the Defendants deny the allegations in Paragraph 162.

163.

Paragraph 163 contains a statement of incorporation by reference of allegations which require no answer by the Defendants; nevertheless, the Defendants deny said statement.

164.

Paragraph 164 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants admit that the School Board is a local education agency (LEA) under IDEA.

165.

Paragraph 165 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated. The Defendants admit that an administrative law judge (ALJ) within the Louisiana Division of Administrative Law (DAL) has

authority and subject matter jurisdiction as specified and limited by IDEA and Louisiana law and regulations.

166.

Paragraph 166 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated.

167.

The Defendants deny the allegations in Paragraph 167. On March 29, 2023, the administrative law judge (ALJ) granted the School Board's exception of lack of subject matter jurisdiction. The ALJ concluded, in substantial part, that "IDEA provides detailed procedures that the local educational agency (LEA) must follow when determining whether a change in placement is appropriate for a student with a disability who violates a code of student conduct. When the placement of a student with a disability is changed because of a violation of a code of student conduct, a "manifestation determination" must be made within ten days to determine whether the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability. Under IDEA, DAL does not have jurisdiction over expulsion hearings."

168.

Paragraph 168 contains a conclusion of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusion as stated.

169.

Paragraph 169 contains a statement of incorporation by reference of allegations which require no answer by the Defendants; nevertheless, the Defendants deny said statement.

170.

Paragraph 170 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated.

171.

The School Board admits that A.A., B.B., and C.C. are students with disabilities. Paragraph 171 otherwise contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated.

172.

Paragraph 172 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated.

173.

Paragraph 173 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated.

174.

Paragraph 174 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated.

175.

Paragraph 175 contains conclusions of law which require no answer by the Defendants; nevertheless, the Defendants deny said conclusions as stated.

PRAYER FOR RELIEF

A.

The Defendants deny that the Plaintiffs are entitled to the relief requested.

B.

The Defendants deny that the Plaintiffs are entitled to the relief requested, including any form of injunction.

C.

The Defendants deny that the Plaintiffs are entitled to the relief requested, as the ALJ's order

should be affirmed.

D.

The Defendants deny that the Plaintiffs are entitled to the relief requested, including any form of damages or compensatory education.

E.

The Defendants deny that the Plaintiffs are entitled to attorney's fees or costs.

F.

The Defendants deny that the Plaintiffs are entitled to any relief.

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WHEREFORE, Defendants, St. Bernard Parish School Board and Superintendent Doris Voitier, in her official capacity, respectfully pray that, after all due proceedings be had, there be judgment rendered herein in favor of the Defendants and against the Plaintiffs, dismissing Plaintiffs' claims and denying their requests for relief against the Defendants with prejudice and at Plaintiffs' cost. Defendants further pray for all other general and equitable relief to which Defendants may be entitled in this matter.

Respectfully submitted,

**HAMMONDS, SILLS, ADKINS, GUICE,  
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*s/Timothy J. Riveria*

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**CERTIFICATE OF SERVICE**

I do hereby certify that a true and correct copy of the above and foregoing **ANSWER AND DEFENSES** was filed electronically with the Clerk of Court by use of the CM/ECF system, which will send a notice of electronic filing to counsel registered with the Court for receipt of pleadings by email.

**BATON ROUGE, LOUISIANA**, this the 26<sup>th</sup> day of December 2023.

*s/Timothy J. Riveria*  
TIMOTHY J. RIVERIA